

8/5/16 Originals (Signed by Mark Thomas)
Scanned & emailed. Hardcopies mailed
too. *clm*

July 15, 2016

Greetings:

Enclosed are the FY2017 Drug Enforcement Administration (DEA) Task Force Agreements and related OJP4061 for Port of Seattle PD Task Force Officer **Matthew Bruch**.

This packet includes the following:

- 1.) **Appendix F – State and Local HIDTA Task Force Agreement**
- 2.) **OJP 4061/6**
- 3.) **Drug Enforcement Administration Asset Forfeiture Sharing Memorandum of Understanding**

Please take a moment to review and sign where required.

Return the signed forms by COB August 5, 2016 to:

Dee Dee Datcher

DEA

300 5th Ave

Suite 1300

Seattle, WA 98104

Any questions, please email Dee Dee at Deidre.E.Datcher@usdoj.gov

Appendix F

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this first (1st) day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Port of Seattle Police Department (hereinafter "PoSPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Seattle Metropolitan area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, the parties hereto agree to the following:

1. The Seattle HIDTA Integrated Task Force Group D-21 will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Seattle Metropolitan area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Washington.

2. To accomplish the objectives of the Seattle HIDTA Integrated Task Force Group D-21, the PoSPD agrees to detail one (1) experienced officer(s) to the Seattle HIDTA Integrated Task Force Group D-21 for a period of not less than two years. During this period of assignment, the PoSPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The PoSPD officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The PoSPD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the Seattle HIDTA Integrated Task Force Group D-21, DEA will assign five (5) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and four (4) officers assigned to the task force. This support will include: office space, office supplies travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Seattle HIDTA Integrated Task Force Group D-21, the PoSPD will remain responsible for establishing the salaries and benefits, including overtime, of the PoSPD officer(s) assigned to the task force and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the Port of Seattle Police Department for overtime payments made by it to the PoSPD officer(s) assigned to the Seattle HIDTA Integrated Task Force Group D-21 for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1 (RUS) federal employee, currently \$17,753.00, per officer. *Note: Task Force Officer's overtime "Shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

7. In no event will the PoSPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The PoSPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Port of Seattle Police Department shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Port of Seattle Police Department shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.

10. The Port of Seattle Police Department shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The PoSPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The PoSPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the PoSPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. The PoSPD understands and agrees that HIDTA will provide the Seattle HIDTA Integrated Task Force Group D-21 Officers with vehicles suitable for surveillance. HIDTA through DEA will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal. HIDTA will be financially responsible for the purchase of fuel for the leased vehicles and for providing routine maintenance, i.e., oil changes, lubes and minor tune-ups via the HIDTA lease contractor. DEA and HIDTA procedures for reporting and investigating automobile accidents involving Official Government Vehicles (OGV'S)-HIDTA lease vehicles shall apply to accidents involving the leased vehicles furnished to the PoSPD personnel, in addition to whatever accident reporting requirements the PoSPD may have.

14. While on duty and acting on task force business, the PoSPD officer(s) assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The police agencies participating in the Seattle HIDTA Integrated Task Force Group D-21 agree that all assets seized by the Seattle HIDTA Integrated Task Force Group D-21, and forfeited, shall be distributed as follows:

Each participating police agency shall receive an equal share of the proceeds, in compliance with the Equitable Sharing guidelines set forth by the Department of Justice (DOJ), Criminal Division, Asset Forfeiture and Money Laundering Section (AFMLS).

Lynnwood Police Department – 20%
Port of Seattle Police Department – 20%
Seattle Police Department – 20%
Washington State Patrol – 20%
US DOJ Asset Forfeiture Fund – 20%

16. If a non-signatory police agency made a significant contribution to the investigation that led to the asset seizure, that agency may receive a share of the proceeds in proportion to its investigative contribution, as determined by quantitative and qualitative measures. The remaining proceeds shall be distributed in equal share among the Seattle HIDTA Integrated Task Force Group D-21 participating agencies.

17. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on 30 days advance

written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by Port of Seattle Police Department during the term of this agreement.

For the Drug Enforcement Administration:

Name: Keith R. Weis

Date: _____

Title: Special Agent in Charge (SAC)

For the Port of Seattle Police Department



Name: Colleen Wilson

Date: 8-5-16

 _____
Title: Chief of Police



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - 111, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; Violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

300 5th Avenue
Suite 1300
Seattle, WA 98104

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Port of Seattle Police Department
17801 Pacific Highway South
Seattle, WA 98158

2. Application Number and/or Project Name

DEA Seattle HIDTA Task Force (Group D-21)

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

For Colleen Wilson - Chief - Port of Seattle Police Department

5. Signature



6. Date

8-5-16

Drug Enforcement Administration Asset Forfeiture Sharing Memorandum of Understanding

This agreement is made this 1st day of October 2016, between the United States Department of Justice, Drug Enforcement Administration Enforcement (hereinafter "DEA"), and the Port of Seattle Police Department (hereinafter "PoSPD").

1. The police agencies participating in the Seattle HIDTA Integrated Task Force Group D-21, hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program:

The following are the Task Force Participants and their contribution to the Task Force:

<u>Participating Agency</u>	<u>Contribution</u>
Lynnwood Police Department	1 TFO
Port of Seattle Police Department	1 TFO
Seattle Police Department	1 TFO
Washington State Patrol	1 TFO

2. Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State, local, or federal government entities can be considered victims. Equitable sharing among the Task Force members shall be based upon the following pre-arranged percentages:

DEA shall receive	20%
Lynnwood Police Department	20%
Port of Seattle Police Department	20%
Seattle Police Department	20%
Washington State Patrol	20%

3. Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency C receives 10% based upon their contribution, then the MOU Participants' pre-arranged percentages shall be based upon 90% of the full amount available for sharing).

4. Participants further understand that additional adjustments may be necessary so to ensure that DEA (DOJ) receives a minimum of 20%.


5. Participants further understand that the federal decision-makers on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

For the Drug Enforcement Administration:

Keith Weis
Special Agent in Charge

Date: _____

For the Port of Seattle Police Department:

for 

Colleen Wilson
Chief of Police

Date: 8-5-16